THIS DOES NOT CIRCULATE

This AGREEMENT is entered into the 4th day of December.

1978 between the BOARD OF EDUCATION OF THE BOROUGH OF FORT LEE

IN THE COUNTY OF BERGEN, hereinafter called the "Board", and
the FORT LEE ADMINISTRATIVE GROUP, hereinafter called "FLAG".

# ARTICLE I RECOGNITION

The Board hereby recognizes FLAG, during the lifetime of this Agreement, as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all employees who comprise the unit hereunder as follows:

(a) Principal

(b) Assistant Principal

(c) Director of Adult Education

(d) George Mitchell as Director of Guidance, subject, however, to the following:

George Mitchell, as Director of Guidance, is in the classification of department head and is under the direct supervision of the principal and assistant principal of Fort Lee High School. George Mitchell is neither a supervisor nor administrator. Nothing in this resolution shall be construed or interpreted in any manner whatsoever as conferring on George Mitchell, as Director of Guidance, any rights, entitlements or benefits whatsoever, as a supervisor or administrator. The granting of the right to George Mitchell to become a part of the supervisor's negotiating unit, known as the Fort Lee Administrative Group, shall be limited to George Mitchell, as Director of Guidance, and not to the position of director of guidance. In the event George Mitchell resigns from the Fort Lee School System, his successor, as Director of Guidance, shall have no right whatsoever to become a member of the supervisor's negotiating unit.

The following personnel are hereby specifically excluded from the negotiation unit:

(a) Superintendent of Schools

(b) Assistant Superintendent of Schools

(c) General Elementary Supervisor and/or Director of Elementary Education.

LIBRARY
Institute of Management and
Labor Relations

JAN 2 - 1979

RUIGERS UNIVERSITY

# ARTICLE II

# SALARIES

# A. Salary Schedule and Annual Compensation Differential.

- 1. The salaries for the employees covered by this Agreement for the school year 1978-1979 (July 1st to June 30th) are as set forth in Exhibit A, attached hereto and made a part hereof.
- 2. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1979-1980 (July 1st to June 30th) are set forth in Exhibit B, attached hereto and made a part hereof.
- 3. The salary schedule and the annual compensation differential for the employees covered by this Agreement for the school year 1980-1981 (July 1st to June 30th) are as set forth in Exhibit C attached hereto and made a part hereof.

# B. Withholding of Increments.

1. The Board of Education may withhold, for inefficiency or other good cause, the employment increment, or the adjustment increment, or both, and/or the annual compensation differential, of any employee upon (a) the recommendation of the Superintendent of Schools and (b) pursuant to the provisions and procedures as prescribed by N.J.S.A. 18A:29-14, as amended and supplemented.

# C. Placement on Salary Schedule.

# 1. Adjustment to Salary Schedule

Each employee covered by this Agreement shall be placed on the salary schedule in accordance with the present prorating system of steps, except as otherwise set forth in this Agreement, including Exhibits A, B and C, attached hereto

and made part hereof.

# 2. Credit for Experience

Whenever a person shall hereafter accept office, position, or employment, covered under this Agreement, his initial place on the salary schedule shall be at such point as may be agreed upon by the employee and the Board of Education. The Board shall evaluate his outside educational experience and has the sole right to fix starting salary.

3. In computing the Administrators! salaries for the school year 1979-80 in accordance with Exhibit B attached, and for the school year 1980-81 in accordance with Exhibit C attached, the Fort Lee Teachers' Salary Guide for the prior year shall be used; i.e., 1979-80 salaries computed on the Fort Lee Teachers' Salary Guide for 1978-79, except, however, as otherwise set forth in this Agreement, including Exhibits A, B and C attached.

# ARTICLE III

# HEALTH INSURANCE

- 1. The Board will provide, at Board expense, for employees covered under this Agreement, and their eligible dependents, as such dependents are defined and included under the following insurance policies, the following health insurance benefits under the New Jersey Public and School Employees Health Benefits Plan:
  - a) New Jersey Blue Cross hospitalization.
  - b) New Jersey Blue Shield medical-surgical, including Rider J.
  - c) Major Medical Insurance.
- 2. The Board may change insurance carriers at its option and after notification to FLAG, provided substantially similar benefits are provided.
- 3. The Board agrees to provide for a dental coverage plan, the cost of which is to be borne by the Board and the individual employees, as hereinafter set forth, with the New Jersey Cental Services Plan, Inc. for all employees covered by this Agreement, together with their eligible dependents, as such dependents are defined in the insurance policy. The Board reserves the right, at its option, after notification to

FLAG to change insurance carriers provided substantially similar benefits are provided. The Board agrees to contribute toward the cost of the dental plan a sum not to exceed \$204.72 per year for each employee covered by this Agreement. Any additional cost over and above the \$204.72 per year per employee shall be paid by the individual employee by way of payroll deduction.

# ARTICLE IV

- 1. All Employees covered under the terms of this Agreement shall be allowed sick leave with full pay for twelve days in each calendar year. Any unused allowance shall be accumulated. The Board of Education may require a physician's certificate to be filed with the Secretary of the Board in case of sick leave claimed.
- 2. All Employees covered under the terms of this Agreement shall also be entitled to the following additional sick leave allowance:

Sick leave allowance shall be extended beyond accumulated sick leave to provide for employees over the extended portion of said sick leave (Meaning, the portion that is beyond the accumulated sick leave days) regular salary less the pay of a substitute, if a substitute is employed, or the estimated cost of employment of a substitute, if none is employed, under conditions of extended absence for illness or injury as approved by the Board of Education medical director, with the number of days in a continuous absence thus to be covered by the difference in pay to depend upon the number of days of the employees' accumulated sick leave at the onset of this absence for illness or injury according to the following table:

Days Accumulated	Additional Days
1 - 30	Two days for each day listed in the column to the left.
31 or more	Two days for each day listed in the column to the left except that the maximum will be 65.

- 3. The following additional sick leave benefits are operative for employees at the time of their retirement, thus in effect establishing for these employees a terminal leave provision:
  - (a) Benefits will apply to employees who retire under full-formula benefits as prescribed by the N.J. State Teachers Pension and Annuity Fund or the N.J. State Employee's Retirement System.
  - (b) These benefits shall provide compensation during said terminal leave at the rate of the annual salary applicable as of the time of retirement, with the extent of this salary payment to be % of the number of days of credited cumulative sick leave as of the time of retirement, except that not more than 100 days of totally of this payment within the terminal leave period shall be allowed.
  - (c) The said salary payment within the period of terminal leave shall be calculated on the basis of 1/20 of the employee's monthly salary rate at the time of retirement as the determinant of the rate of compensation which shall be paid within the said leave period for each day of said terminal leave.
  - (d) In administering this benefit it is expected that the terminal leave period will commence at the close of a regular school year.
- 4. Any employee wishing to exercise the foregoing sick leave provision of paragraph No. 2 above should complete in triplicate copies the following "Employee's Statement" section of this form, Exhibit D. The employee should then retain the third copy, and mail to the Medical Director of the Fort Lee Board of Education, the first and second copies of this form together with the covering note\*\* of justification from the employee's personal doctor and also a stamped envelope self-addressed to the employee.
  - Note necessary only when more than 5 days of extended leave is requested. Doctor's note must contain the doctor's diagnosis of the employee's appertaining illness or injury.

The employee may expect the Medical Director to mail back to the employee the original copy (first) of this form signifying the action taken by the Medical Director. The employee should then send this completed form to the Secretary of the Fort Lee Board of Education.

5. The report form titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

Whenever the sick-leave absence of anyemployee of the Board of Education shall have passed ten consecutive working days, said employee shall submit to the Secretary of the Board of Education by the fifteenth consecutive working day, whether or not said employee shall have returned to work by said fifteenth day, starting the counting of siad fifteen days with the initial day within said absence period, a certificate from a physician, engaged by said employee, delineating (1) the physician's diagnosis of the involved illness or injury, and (2) the physician's prognosis of the anticipated date for said employee's cap-

acity for return to his regular employment with the Board of Education. Said prognosis should stipulate any indicated need for part-time, with extent therof, rather than full-time work in said employment, and any indicated need for physical or other limitations of activity in said employment, with the appertaining period of time for which said limitation or limitations should apply.

The Secretary of the Board of Education shall forthwith present a copy of said medical certificate to the members of the Fort Lee Board of Education and to the Secretary of the Board of Education, and the Superintendent of Schools.

# ARTICLE V TEMPORARY LEAVE OF ABSENCE ALLOWED ABSENCE FOR OTHER THAN PERSONAL ILLNESS

- 1. Emergency Leave Only employees working more than half time on a 10 or 12 month controot shall be entitled to emergency leave. A total of five days of emergency leave shall be allowed an employee without pay deduction when his absence is necessitated by:
  - a) Court Order. to or an emergency in
- b) Death, critical illness or injury f a member of his immediate family (Father, Mother, brother, sister, husband, wife or child) or his in-laws (father-in-law, mother-in-law, brother-in-law, sister-in-law), an employee's grandparents and employee's spouse's grandparents, plus members of an employee's immediate household.

The employee may be required to submit to the Board of Education, through the Secretary to the Board of Education cerning employeer assigned to the Board Societary's entire or the Supervisor of Buildings and Grounds' Office, or through the Separinter dent of Schools in all other cesss; a statement of the necessity for his absence. Incase the employee claims illness of a relative the employee may be required to furnish the name and address of the attending doctor and grant the Board permission to investigate the case. The Board reserves for itself the right to pass judgment upon the validity of any emergency leave claim and to direct appropriate salary deductions in the event that more than five days absence in any one year is imperative.

- 2. Personal Leave Annually one day of personal leave shall be allowed an employee without pay deduction. Written application to the Superintendent of Schools for such personal leave shall be made at least three (3) days before taking such leave, whenever possible. The applicant shall not be required to state the reason for taking such leave other than he is taking it under this Section.
  - 3. The report form titled Employee's Report of Reason for Absence, Exhibit E shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.
  - 4. No employee of the Board of Education shall remain absent from said employee's work over more than ten concecutive working days for any purpose other than said employee's personal illness or

injury except as such employee seeks and receives advance approval from the Board of Education, through the Scientific the Board of the Superintendent of Schools, as the ease may be, to cover said absence in excess of said ten consecutive working days, with the allowed deviation as stipulated in the following statement. The Secretary of the Board or the Superintendent of Schools, as the ease may be, is empowered to extend such span of absence beyond said ten day period, up to the next date on which the Board of Education will meet.

# ARTICLE VI EXTENDED LEAVE OF ABSENCE

- 1. Additional sick leave allowance as set forth in Article IV, Sick Leave, paragraph No. 2.
  - 2. The following maternity leave provisions:

All pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

- a) Maternity leave shall be granted subject to the following conditions:
  - 1. An employee shall notify the Board Secretary in the ease of employees assigned to the Board Secretary's Office or the Office of the Supervisor of Buildings and Grounds, or the Superintendent of Schools in all other cases: of her pregnancy as soon as it is medically confirmed.
  - 2. A request for maternity feave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - 3. Exact dates of the leave will be arranged. The parties shall arrange leave dates in consideration of both medical evidence and administrative feasibility.
  - 4. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
  - b) An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. If the requested extension of return date is for other than the beginning of a semester, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.
  - c) The leave of absence granted a non-tenure employee hereunder may not be extended beyond the end of the contract year in which the leave is obtained.

- d) Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return. However, the employee shall indicate to the Board, in writing, that she intends to return to employment at least six months prior to the intended date or return. Failure to so notify the Board will be deemed to be a waiver by the employee of her right to return from maternity leave that year.
- e) The time spent on maternity leave shall not count toward fulfillment of the time requirements from acquiring tenure, nor shall it count toward placement on the salary guide or for seniority.
- f) No employee shall be removed from her duties during pregnancy, except upon one of the following:
  - 1. The Board has found her work performance has substantially declined from the time immediately prior to her pregnancy.
  - 2. Her physical condition or capacity is such that her health would be impaired if she were to continue working and which physical capacity shall be deemed to exist if:
    - i. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
    - ii. The Board's physician and the employee's physician agree that she cannot continue working, or
    - iii. Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally between the employee and the Board.
  - 3. Any other just cause.
- g) The report form S-29, titled Employee's Report of Reason for Absence, Exhibit E, shall be completed in duplicate with a pen and submitted to the employee's immediate superior not later than the first day upon which the employee returns to work, following any day of absence for any reason.

# ARTICLE VII

# DURATION OF AGREEMENT

This Agreement shall remain in full force and effect as of July 1, 1978 and shall remain in full force and effect through June 30, 1981.

FORT LEE ADMINISTRATIVE GROUP

Ernest Riterhouse, President

FORT LEE BOARD OF EDUCATION FORT LEE, NEW JERSEY

Thomas Bennett, President

Attest:

George Weyers, M. Secretary

Attest:

Harold P. DeSocio, Secretary

Members of Negotiating Committee:

Frank SchlogI, Chairman

John Mardy, Member

Antonio Consoli, Member

This is to certify that the undersigned have been duly authorized by the Fort Lee Administrative Group to execute the above Agreement on behalf of the Fort Lee Administrative Group and in accordance and in compliance with the internal procedures of the Fort Lee Administrative Group.

Dated: December 4 1978

Secretary

1. The annual salaries for the following Administrators and Guidance Director for the school year 1978-79 (July 1st to June 30th), retroactive to July 1. 1978, are as follows:

Administrators	Salary
Mr. John Mardy Mr. Albert Biancardi Mr. Percy Clifton Mr. Antonio Consoli Mr. Charles Lauricella Mr. Ernest Ritenhouse Mr. Frank Schlogl Mr. Richard Weissenborn	\$35,805.00 34,300.00 33,132.00 32,456.00 32,200.00 31,480.00 31,049.00 31,791.00
Guidance Director Mr. George Mitchell	Salary \$32,167.00

2. The following Administrators shall be entitled to receive, in the school year 1979-80 only, the amount, if any, set opposite their respective names, in addition to their salary as computed and determined in accordance with the salary schedule set forth in Exhibit B attached. The amount of money, if any, set opposite their respective names represents the balance of their increase (over and above the amount of their salary set forth in paragraph 1 above) for the school year 1978-79 but to be paid in the school year 1979-80. The amount shall be paid on or before October 15, 1979.

Administrators	Amount
Mr. John Mardy	\$ 945.00
Mr. Albert Biancardi	0
Mr. Percy Clifton	1,168.00
Mr. Antonio Consoli	164.00
Mr. Charles Lauricella	0
Mr. Ernest Ritenhouse	0
Mr. Frank Schlogl	31.00
Mr. Richard Weissenborn	8 <b>29.00</b>

3. As set forth in paragraph 1. above, Ernest Ritenhouse is to receive for the school year 1978-79 an annual salary of \$31,480.00, which is \$400.00 above the amount agreed upon between the respective negotiating committees of the parties hereto. In consideration of increasing the salary of Ernest Ritenhouse by an additional \$400.00 for the 1978-79 school year, it is agreed that Ernest Ritenhouse will receive \$400.00 less than the amount of his salary for the school year 1979-80, as computed and determined in accordance with the salary schedule set forth in Exhibit B attached

# EXHIBIT B

# SALARY SCHEDULE

July 1, 1979 - June 30, 1980

- 1. The Administrators' annual salaries for the 1979-1980 school year shall be computed and determined in the following manner:
  - a) In accordance with their proper place as a regular teacher on the 1978-79 Fort Lee Teachers' Salary Guide, except as otherwise set forth in this Agreement, including Exhibit A, B, and C attached; and
  - b) In accordance with their placement and position on the Annual Compensation Differential Amount for Administrators as follows:
    - (1) Principals, Elementary Schools; Director of Adult Education; and Assistant Principal of High School:

Years in Service in	Annual Compensation
Above Named Positions	Differential Amount
•	
1 .	\$6,000.00
2	7,000.00
3	8,000.00
4	9,000.00

(2) Principal - Intermediate School:
Years in Service in AnnualCompensation

Above Named Position	Differential Amount
1	\$6,750.00
2	7,750.00
3	8,750.00
4	9,750.00

(3) Principal - High School:

Years in Service in	Annual Compensation
Above Named Position	Differential Amount
1	\$8,000.00
2	9,000.00
3	10,000.00
4	11 000 00

c) In computing that portion of the Administrators' salary based on the Teachers' Salary Guide, as set forth in a) above, the maximum allowance for each Administrator shall be Class III (M.A. + 30 points).

d) The Annual Compensation Differential Amount for the Intermediate School Principal shall be payable over a two-year period as follows:

> 1979-80 School Year \$9,375.00 1980-81 School Year-Balance 375.00

- e) The provisions of paragraphs 2 and 3, as set forth on Exhibit A attached, are made part of this Salary Schedule for the 1979-80 school year as if set forth herein at length.
- 2. The annual salary for the 1979-1980 (July 1st to June 30th school year for George Mitchell, Director of Guidance, shall be computed and determined in the following manner:

  - b) Differential compensation in accordance with his proper place on the 1979-80 Salary Guide for Guidance Counsellors------

- PLUS -

c) Differential compensation in accordance with his proper place on current Salary Guide for Department Heads, but not to exceed the sum of \$1,700.-\$

- PLUS -

e) Total sum of a), b), c) and d) = annual salary

f) In no event shall the annual salary for George Mitchell, as Director of Guidance be less than \$32,167.00.

# EXHIBIT C

# SALARY SCHEDULE

July 1, 1980 - June 30, 1981

- 1. The Administrators' annual salaries for the 1980-1981 school year shall be computed and determined in the following manner:
  - a) In accordance with their proper place as a regular teacher on the 1979-80 Fort Lee Teachers' Salary Guide, except as otherwise set forth in this Agreement, including Exhibit A, B, and C attached; and
  - b) In accordance with their placement and position on the Annual Compensation Differential Amount for Administrators as follows:
    - (1) Principals, Elementary Schools; Director of Adult Education; and Assistant Principal of High School:

Years in Service in	Annual Compensation
Above Named Positions	Differential Amount
1 2 3 4	\$6,000.00 7,000.00 8,000.00 9,000.00

(2) Principal - Intermediate School:

Years in Service in AnnualCompensation
Above Named Position Differential Amount

1 2	\$6,750.00 7,750.00
3	8,750.00
4	9,750.00

- (3) Principal High School:
  Years in Service in Annual Compensation
  Above Named Position Differential Amount

  \$8,000.00
  2 9,000.00
  3 10,000.00
  4 11,000.00
- c) In computing that portion of the Administrators' salary based on the Teachers' Salary Guide, as set forth in a) above, the maximum allowance for each Administrator shall be Class III (M.A. + 30 points).

- d) Charles Lauricella, Intermediate School Principal, shall, in addition to his annual salary as computed above, receive in the 1980-81 school year only the sum of \$375.00 as set forth in paragraph 1. c) of Exhibit B attached. The amount shall be paid on or before October 15, 1980.
- 2. The annual salary for the 1980-1981 (July 1st to June 30th) school year for George Mitchell, Director of Guidance, shall be computed and determined in the following manner:

a)	Salary in accordance with his proper
	place as a regular teacher on the
	1980-81 Fort Lee Teachers' Salary
	Guide S

# - PLUS -

b) Differential compensation in accordance with his proper place on the 1980-81 Salary Guide for Guidance Counsellors

#### - PLUS -

c) Differential compensation in accordance with his proper place on Salary Guide for Department Heads, but not less than nor more than the sum of \$1,700.00

#### - PLUS -

- d) Ten per cent (10%) of the sum of a),b) and c) above ----- \$
- e) Total sum of a), b), c) and d) = annual salary
- F) In no event shall the annual salary for George Mitchell, as Director of Guidance, be less than \$32,167.00

# EXHIBIT D

EMPLOYEE'S STATEMEN	<u>T:</u>		
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	I approve the abo	ove request.	
	I disapprove the	above request.	

# EXHIBIT E

#### FORT LEE PUBLIC SCHOOLS

EMPLOYEE'S REPORT OF REASON FOR ABSENCE

#### INSTRUCTIONS:

4/17/74

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